

**FIRST AMENDMENT TO PARKING LICENSE AGREEMENT
BETWEEN
FAEC HOLDINGS WIRRULLA, LLC AND
THE CITY OF LAS VEGAS REDEVELOPMENT AGENCY**

THIS FIRST AMENDMENT TO PARKING LICENSE AGREEMENT ("First Amendment"), entered into this 7th day of January, 2009, by and between the CITY OF LAS VEGAS REDEVELOPMENT AGENCY, a public body organized and existing under the community redevelopment laws of the State of Nevada, ("Licensor" or "RDA"), and FAEC HOLDINGS WIRRULLA, a Delaware limited liability company ("Licensee").

RECITALS:

WHEREAS, the parties entered into a Parking License Agreement on the 15th day of October, 2008, under which the Licensor granted Fifty (50) general access parking pass cards ("Cards"), to Licensee, as the air rights owner of the retail development commonly known as "Neonopolis", for its tenants, employees and invited guests, located at 450 Fremont Street, Las Vegas, Nevada, whose location is shown on the Site Map, Exhibit "A" attached hereto, and;

WHEREAS, the parties desire to amend the Parking License Agreement to provide for an additional One Hundred Fifty (150) Cards for use in the RDA's subterranean parking garage located under the Neonopolis retail development (the "Property").

NOW, THEREFORE, the parties agree to amend the Parking License Agreement as follows:

1. This *First Amendment to Parking License Agreement* shall be effective upon the date of execution by the City of Las Vegas Redevelopment Agency.
2. Licensor hereby grants to Licensee an additional one hundred fifty (150) general access parking pass cards ("Additional Cards"), for use at the parking garage located on the Property. This license does not guarantee or reserve a parking space. This Agreement grants a license to the Additional Cards only, and does not convey any interest in the Property whatsoever.
3. This *First Amendment to Parking License Agreement* does not alter or modify the Reciprocal Easement Agreement ("REA") First Amendment dated June 9, 2006, Section 2.17, Reimbursement of Future Utility Costs and Pro Rata Costs, or any future amendments to the REA.


4. Termination: Licensor reserves the right to revoke Additional Cards, in whole or in part, in the event of default by Licensee. Licensee has requested the Additional Cards subsequent to the execution of a license agreement to operate the **CBS Star Trek Experience** multi-venue attraction and ancillary retail venues to include, but not limited to: **CBS Star Trek** themed retail and restaurants, museums, multi-screen theaters and simulator rides, to be placed within the Neonopolis retail complex.

An event of default by Licensee shall have occurred upon any of the following: (a) the **CBS Star Trek Experience** multi-venue attraction fails to open its first phase by May 1, 2010, or to coincide with the date of the upcoming **Star Trek** Movie Premiere, whichever occurs first; or (b) any phase of the CBS Star Trek Experience multi-venue attraction ceases operations at the Neonopolis retail complex for any period exceeding one-hundred eighty (180) days without prior approval of Licensor. Upon an occurrence of an event of default, Licensor shall deem this First Amendment null and void and the Additional Cards provided by this First Amendment shall be immediately revoked. Termination of this First Amendment shall be effective immediately upon receipt of written notice to the Licensee.

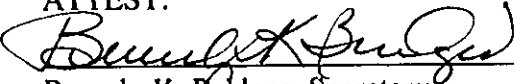
5. All other provisions of the Parking License Agreement that are not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties, by their duly authorized representatives, have executed this First Amendment on the day and year first above written.


CITY OF LAS VEGAS
REDEVELOPMENT AGENCY
("LICENSOR")

By: 
OSCAR B. GOODMAN
Chairman


ATTEST:


Beverly K. Bridges, Secretary

Approved as to form:

 12/18/08
Date

FAEC HOLDINGS WIRRULLA
("LICENSEE")

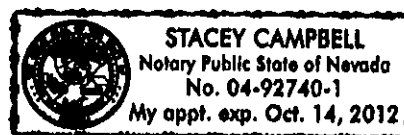
By: 
DHARMESH BHANABHAI

ACKNOWLEDGMENTS

STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 20th day of January, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, OSCAR B. GOODMAN, who acknowledged that he executed the above instrument.

Stacey Campbell
NOTARY PUBLIC, in and for said
County and State



STATE OF NEVADA)
) ss.
COUNTY OF CLARK)

On this 5th day of January, 2009, personally appeared before me, the undersigned, a Notary Public in and for the County of Clark, State of Nevada, DHARMESH BHANABHAI, who acknowledged that he/she executed the above instrument.

Joann Crolli
NOTARY PUBLIC, in and for said
County and State

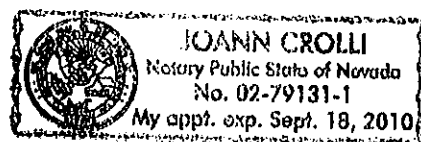


Exhibit A



APN: 139-34-513-000

0 80 160 320 Feet

11/13/2008

**CERTIFICATE
DISCLOSURE OF OWNERSHIP/PRINCIPALS**

1. **Definitions**

"City" means the City of Las Vegas.

"City Council" means the governing body of the City of Las Vegas.

"Contracting Entity," means the individual, partnership, or corporation seeking to enter into a contract or agreement with the City of Las Vegas.

"Principal" means, for each type of business organization, the following: (a) sole proprietorship – the owner of the business; (b) corporation – the directors and officers of the corporation; but not any branch managers of offices which are a part of the corporation; (c) partnership – the general partner and limited partners; (d) limited liability company – the managing member as well as all the other members; (e) trust – the trustee and beneficiaries.

2. **Policy** In accordance with Resolution 79-99 and 105-99 adopted by the City Council, Contracting Entities seeking to enter into certain contracts or agreements with the City of Las Vegas must disclose information regarding ownership interests and principals. Such disclosure generally is required in conjunction with a Request for Proposals (RFP). In other cases, such disclosure must be made prior to the execution of a contract or agreement.
3. **Instructions** The disclosure required by the Resolutions referenced above shall be made through the completion and execution of this Certificate. The Contracting Entity shall complete Block 1, Block 2, and Block 3. The Contracting entity shall complete either Block 4 or its alternate in Block 5. Specific information, which must be provided, is highlighted. An Officer or other official authorized to contractually bind the Contracting Entity shall sign and date the Certificate, and such signing shall be notarized.
4. **Incorporation** This Certificate shall be incorporated into the resulting contract or agreement, if any, between the City and the Contracting entity. Upon execution of such contract or agreement, the Contracting Entity is under a continuing obligation to notify the City in writing of any material changes to the information in this Certificate. This notification shall be made within fifteen (15) days of the change. Failure to notify the City of any material change may result, at the option of the City, in a default termination (in whole or in part) of the contract or agreement, and/or a withholding of payments due the Contracting Entity.

Block 1 Contracting Entity
Name FAEC Holdings W/irnulla, LLC
Address 450 Fremont St #370 Las Vegas
Telephone 702-243-0654
EIN or DUNS 20-8847705

Block 2 Description
Subject Matter of Contract Agreement License agreement for 150 general access parking pass cards.
RFP#

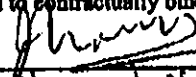
Block 3	Type of Business
Individual Partnership <u>Limited Liability Company</u> Corporation Trust Other:	
Block 4 Disclosure of Ownership and Principals	
In the space below, the Contracting Entity must disclose all principals (including partners) of the Contracting Entity, as well as persons or entities holding more than one-percent (1%) ownership interest in the Contracting Entity.	

	FULL NAME/TITLE	BUSINESS ADDRESS	BUSINESS PHONE
1.	Dharmesh Bhambhani Managing Member	485 Fremont St, #570 Las Vegas, NV 89101	702-243-0654
2.			
3.			
4.			
5.			
6.			
7.			
8.			

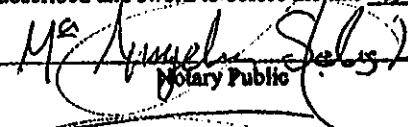
The Contracting Entity shall continue the above list on a sheet of paper entitled "disclosure of Principals – Continuation" until full and complete disclosure is made. If continuation sheets are attached, please indicate the number of sheets: _____.

Block 5 DISCLOSURE OF OWNERSHIP AND PRINCIPALS – ALTERNATE If the Contracting Entity, or its principals or partners, are required to provide disclosure (of persons or entities holding an ownership interest) under federal law (such as disclosure required by the Securities and Exchange Commission or the Employee Retirement Income Act), a copy of such disclosure may be attached to this Certificate in lieu of providing the information set forth in Block 4 above. A description of such disclosure documents must be included below. Name of Attached Document: _____ Date of Attached Document: _____ Number of Pages: _____
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I certify under penalty of perjury, that all the information provided in this Certificate is current, complete and accurate. I further certify that I am an individual authorized to contractually bind the above named Contracting Entity


 Name Dharmesh Bhambhani Date 10/2/08

Subscribed and sworn to before me this 2 day of October, 2008


 Notary Public

